for value in due course." *Badger Machinery Co. v. Columbia, etc., Lt. & Power Co.* (1917, Wis.) 163 N. W. 188. See COMMENTS, p. 246.

CONTRACTS—ACCEPTANCE—SUFFICIENCY OF ACTS TO CONSTITUTE ACCEPTANCE AS MATTER OF LAW.—The defendant was put in possession of an old automobile under an agreement, as alleged by him, to buy it, if he found it useful for his business. He kept the machine for nearly two years, in the meantime having offered it for sale, and then notified the plaintiff that he did not wish to buy it. *Held,* that the defendant's acts constituted an acceptance as a matter of law. *Ostman v. Lee* (1917, Conn.) 101 Atl. 23.

An acceptance is an act of the offeree whereby he exercises the power conferred on him by the offeror. Professor Arthur L. Corbin, *Offer and Acceptance, and Some of the Resulting Legal Relations* (1917) 26 YALE LAW JOURNAL, 199, 181. The offeror at the beginning has full power to determine what acts are to constitute an acceptance, and when he prescribes a certain mode the offeree can accept in no other way. *Weiner v. Gill* (1905) 2 K. B. 172, 74 L. J. R. 845; *cf. Wheeler v. Klaholt* (1901) 178 Mass. 141, 59 N. E. 756. If no mode is prescribed, any overt act which would lead a reasonable man to believe that the offeree had assented, is considered an acceptance. *Kirkham v. Attenborough* (1897) 1 Q. B. 201; *Indiana Mfg. Co. v. Hayes* (1893) 155 Pa. St. 160, 26 Atl. 6; *Hobbs v. Massassoit Whip Co.* (1893) 158 Mass. 194, 33 N. E. 495. But silence is generally not so construed, not even when the offeror has prescribed it as the mode of acceptance. *Felthouse v. Bindley* (1862) 11 C. B. N. S. 869; *Prescott v. Jones* (1898) 69 N. H. 305, 41 Atl. 352; *cf. Emery v. Cobbey* (1889) 27 Neb. 621, 43 N. W. 410; *Hanson v. Wittenberg* (1910) 205 Mass. 319, 91 N. E. 383. Whether acts constitute an acceptance within the rule above stated is ordinarily a question for the jury. *Wheeler v. Klaholt, supra.* In the principal case the acts done would seem clearly sufficient to justify a finding in accordance with the decision, but it may be doubted whether the inference was so clear as to justify the court in deciding it as a matter of law.

C. I.

CONTRACTS—ASSIGNABILITY—FUTURE BOOK ACCOUNTS.—The plaintiff's assignor had advanced money to the defendant company on notes which were secured by an assignment of present and future book accounts. The notes were not paid, and the plaintiff filed a bill in equity to enforce the assignment. Soon thereafter, the defendant was adjudged bankrupt, and its trustee defended the action. *Held,* that the assignment in so far as it concerned future book accounts could not be enforced against the defendant or its trustees, since there had been no act indicating a taking of possession on the part of the grantee after the accounts came into existence. *Taylor v. Barton-Childs Co.* (1917, Mass.) 117 N. E. 43.

The court treats this case as governed by the same principles as mortgages of future-acquired chattels. This treatment is a logical recognition of the fact that, by gradual development of the law, an assignment of a chose in action has come to be a real transfer of property. But the Massachusetts rule is exceptional on mortgages of future-acquired chattels, holding them to be mere executory contracts, unenforceable either in law or equity unless the mortgagee has taken possession after acquisition by the mortgagor. *Jones v. Richardson* (1845, Mass.) 10 Metc. 481; *Moody v. Wright* (1847, Mass.) 13 Metc. 17; see in accord *Ross v. Wilson* (1869, Ky.) 7 Bush 29. This is contrary to the general rule which protects such mortgages in equity. *Mitchell v. Winslow* (1843) 2 Story 630; *Holroyd v. Marshall* (1862) 10 H. L. Cas. 190. The same rule has